

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 15 June 2005

Division: Growth Management

Bulk Item: Yes X No

Department: Environmental Resources

Staff Contact: Ralph Gouldy

AGENDA ITEM WORDING:

Approval for a Grant of Conservation Easement for Amended Plat of Mandalay PB2-25 Key Largo PT TR 1 G49-58, Monroe County, Florida, RE# 00554860-000000.

ITEM BACKGROUND: None

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: None

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$44.00

BUDGETED: Yes N/A No

COST TO COUNTY: None

SOURCE OF FUNDS: Wendy Kurfist-Cioffi

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing N/A Risk Management N/A

DIVISION DIRECTOR APPROVAL:


Timothy McGarry, Director of Growth Management

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

Grant of Conservation Easement

THIS AGREEMENT is made this _____ day of _____, 20____ by and between

Wendy Kurfist-Cioffi

whose address is 97251 Overseas Hwy, Key Largo, FL 33037

County of Monroe State of Florida, (Grantor) and Monroe County, a

political subdivision of the State of Florida, whose address is 5100 College Road, Stock Island, Key West, FL 33040 (Grantee).

The parties recite and declare:

The Grantor is the owner of certain real property commonly known as

97251 Overseas Hwy, Key Largo, FL 33037 (the servient estate),

more particularly described as follows: (Legal description) RE# 00554860-000000,

AMENDED PLAT OF MANDALAY PB2-25 KEY LARGO PT TR 1 G49-58

The Grantor desires to develop the servient estate as (describe project):

A single family residence as shown in permit 03-3-2314

The servient estate contains (describe relevant natural features):

Hammock on the northern property line and a portion of the southern property line and borders wetlands on the southeastern property line.

The Grantee is a general purpose political subdivision of the State authorized and required to regulate and control the use of real property through land development regulations in order to protect the public health, safety and welfare. Sec. 9.5-336 of the Grantee's land development regulations requires that

certain areas of the servient estate be retained as open space and preserved in their natural condition if the servient estate is to be developed as a single family residence

The parties agree as follows:

1. Grant of easement.

In consideration for a development permit for a single family residence and in order to comply with Sec. 9.5-336, Monroe County Code, the Grantor hereby grants to Grantee the easement described below.

2. Character of the easement and governing law.

This easement is a conservation easement under Sec. 704.06, Fla. Stat. and is to be governed by, construed and enforced in accordance with that statute and with the applicable laws of the State of Florida.

3. Location of the easement. (metes and bounds description of the open space area)

a. The conservation easement is located as follows

as shown in Exhibit A attached: Adjacent to the wetlands along the southeast property line, beginning at the base of the peninsula and continuing west for two-hundred and twenty (220) feet.

b. The location of the easement is also described in the diagram attached to this instrument as Exhibit "A" and, by reference, made a part of as fully and to the same effect as if set forth in this instrument in its entirety.

4. Restraints imposed by the Conservation Easement.

The conservation easement granted by this instrument imposes the following restrictions on the future use of the servient estate within the easement area:

a. No removal, trimming or pruning of trees, shrubs, or other vegetation (except non-native vegetation whose removal is authorized by the Grantee's biologist).

b. No acts that are detrimental to wildlife or wildlife habitat preservation.

c. No excavation, dredging, or removal of loam, peat gravel, soil, rock, or other material substances in such manner as to affect the surface.

d. No activities detrimental to drainage, flood control, water conservation, erosion control and soil conservation.

e. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

f. No alteration of substrate.

5. Terms and persons bound.

This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. Entire Agreement.

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement is not binding upon either party except to the extent incorporated in this Agreement.

7. Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement is binding only if evidenced in writing and signed by an authorized representative of each party and by any mortgagee.

8. Attorney's fees.

In the event of any controversy, claim or dispute arising under this instrument, the prevailing party is entitled to recover reasonable attorney's fees and costs.

9. Entry of Grantee's representative on the servient estate.

The Grantee's representative on the servient estate, after first furnishing the Grantor no less than 24 hours notice for the purposes of inspection to determine the Grantor's compliance with this Agreement.

10. Notice.

Any notice provided for or concerning this Agreement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA (Grantee)

By _____
Deputy Clerk

By _____
Mayor/Chairman

Michelle Perez
Signature of witness

Michelle Perez
Printed name of witness

Rita Harvey
Signature of witness

RITA HARVEY
Printed name of witness

Wendy Kurfist Cioffi
Grantor

Wendy Kurfist Cioffi
Printed name of Grantor

Grantor

Printed name of Grantor

STATE OF FLORIDA
COUNTY OF MONROE

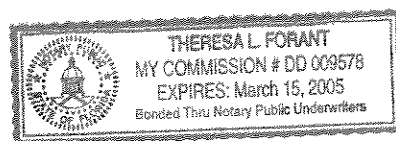
BEFORE ME, the undersigned authority, personally appeared Wendy Kurfist Cioffi
and _____, who are personally known to me, or have produced

_____, and _____, respectively
as identification.

Sworn to and subscribed before me this 2 day of November, 2004.

Theresa Forant
Typed Notary Name and Number

Theresa L Forant
Notary Signature and Seal



LAWRENCE P. FRANK

SURVEYORS • ENGINEERS • LAND PLANNERS
83266 OVERSEAS HIGHWAY, SUITE 500, ISLAMORADA, FLORIDA 33036
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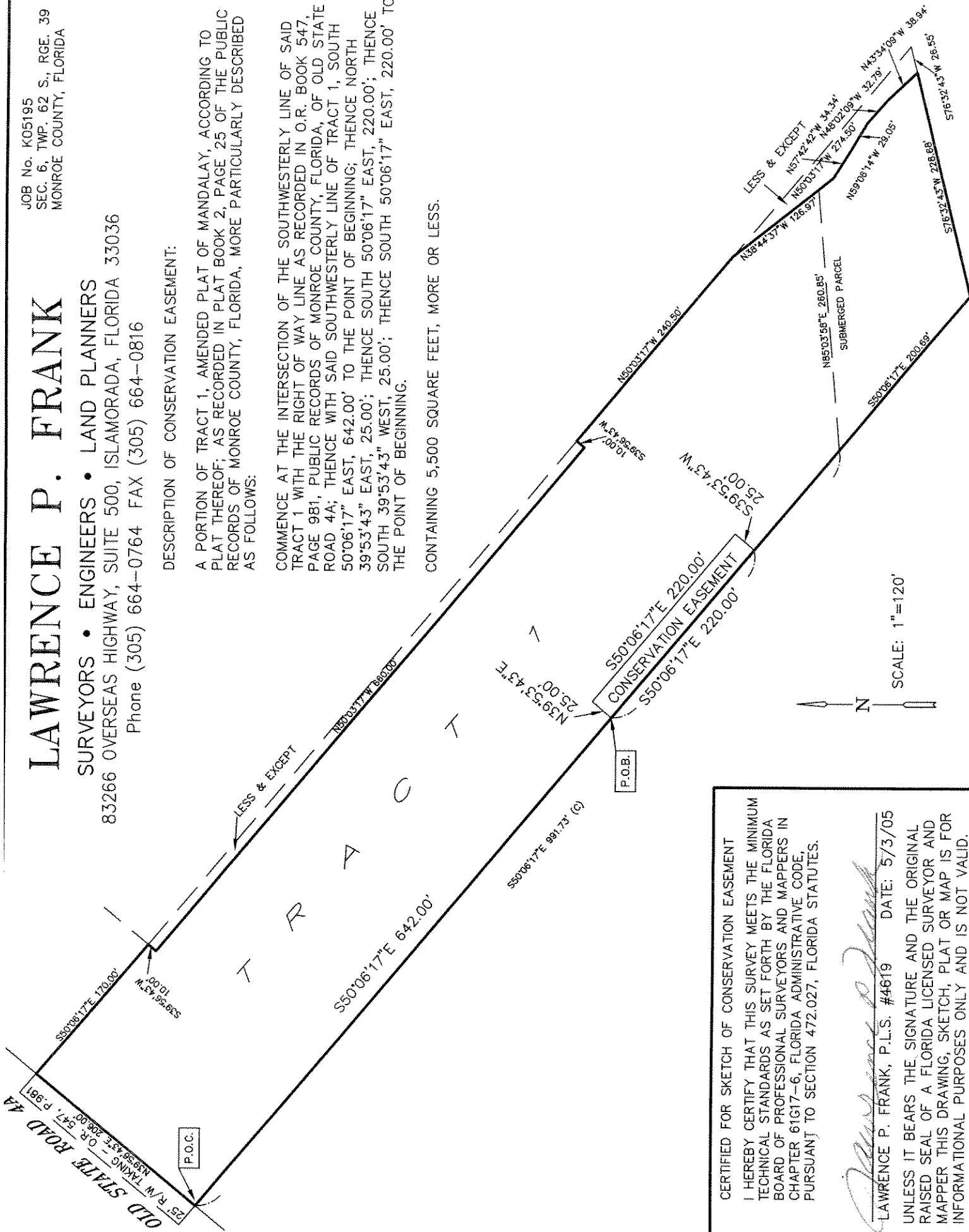
JOB No. K05195
SEC. 6, TWP. 62 S., RGE. 39 E.
MONROE COUNTY, FLORIDA

DESCRIPTION OF CONSERVATION EASEMENT:

A PORTION OF TRACT 1, AMENDED PLAT OF MANDALAY, ACCORDING TO PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 25 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID TRACT 1 WITH THE RIGHT OF WAY LINE AS RECORDED IN O.R. BOOK 547, PAGE 981, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, OF OLD STATE ROAD 4A; THENCE WITH SAID SOUTHWESTERLY LINE OF TRACT 1, SOUTH 50°06'17" EAST, 642.00' TO THE POINT OF BEGINNING; THENCE NORTH 39°53'43" EAST, 25.00'; THENCE SOUTH 50°06'17" EAST, 220.00'; THENCE SOUTH 39°53'43" WEST, 25.00'; THENCE SOUTH 50°06'17" EAST, 220.00' TO THE POINT OF BEGINNING.

CONTAINING 5,500 SQUARE FEET, MORE OR LESS.



CERTIFIED FOR SKETCH OF CONSERVATION EASEMENT

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LAWRENCE P. FRANK, P.L.S. #4619 DATE: 5/3/05

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.